

**GRAPEVINE TOWNSHIP REVITALIZATION PROJECT
PRESERVATION AGREEMENT
FY2012-2013 GRANT PROGRAM**

Whereas this Preservation Agreement (Agreement) is entered into between the Grapevine Township Revitalization Project, Inc. (Township) and _____ (Owner); and

Whereas the Owner will use funds made available through the Township Revitalization Grant Program (Program) for exterior preservation, restoration, rehabilitation and/or reconstruction (Work) of the historic _____ House, which is owned by the Owner; and

Whereas the purpose of this agreement is to set forth the responsibilities of the Township and the Owner in the payment, construction and reporting of the Work; and

Whereas the Owner has made application under the Program for financial assistance for Work to the _____ House, which is located at _____ an officially designated landmark or property eligible for designation as a Historic Landmark Subdistrict in the City of Grapevine; and

Whereas such application was recommended for \$ _____ by the Township Advisory Board on _____, 2013 and

Whereas the Owner will commence work on or about _____, 2013 now therefore,

Be it agreed by the Township and the Owner as follows:

Term

The term of this Agreement shall commence on the latest date of execution shown hereon and shall terminate one (1) year following the date of completion of the Work.

Amount and Scope

The Township shall pay to the Owner \$ _____ for the Work which shall consist of:

- | | |
|---------|---------|
| ▪ _____ | ▪ _____ |
| ▪ _____ | ▪ _____ |
| ▪ _____ | ▪ _____ |

Any increase or decrease in the construction costs, including cost increases, change orders, and overruns shall be determined and assumed by the Owner. Payment to the Owner shall be made as follows:

- after the Work is completed (copies of paid receipts are received), and
- after the Work passes final inspection by the City of Grapevine Buildings Inspections Department (where required), and
- after the property owner has submitted the Historic Landmark Subdistrict application form, and
- after non-conforming work (if any) is corrected where required by the Township and/or the City of Grapevine Building Inspections Department (for achieving final inspection.

Maintenance of Zoning

The Owner agrees to initiate and designate their property a City of Grapevine Historic Landmark Subdistrict in accordance with Section 39 of the City of Grapevine Comprehensive Zoning Ordinance. If the residence is already a Historic Landmark, the Owner shall maintain the Historic Landmark status of the _____ House.

Repayment

The Owner shall promptly repay all amounts paid by the Township in the event that during the term of this agreement:

1. The residence is not maintained to City of Grapevine Building Code.
2. Historic Landmark designation is removed.
3. Property changes from residential use to another use.
4. Property is sold or conveyed to another owner.
5. Owner performs or arranges for other work (not under this Agreement) materially detracting from the historic character or fabric of the exterior of the house.

Grant recipients who receive grant funding based on owner-occupied residential use of the property must repay twenty five percent (25%) of the grant amount if the owner-occupied status of the property changes to rental.

Insurance, Liability and Indemnification

The Owner is prohibited from expending funds made available through the Program to purchase any insurance regarding the Work under this Agreement. The Owner shall carry casualty, fire and federal flood insurance (if applicable) at a level acceptable to the Township, and shall provide proof of same to the Township upon request.

The Owner acknowledges that he/she has read the guidelines for the grant program included with the application and agree to all of the terms and conditions contained in the guidelines and further agrees that any contractors hired for this project will hold contractors licenses for the City of Grapevine.

The Owner acknowledges that the Township is merely granting funds in connection with the work or project, and that neither the Township, the Grapevine Historic Preservation Commission or the City of Grapevine is or will be responsible for satisfactory performance of the work, or payment for the same beyond the grant by the Township. The Owner also acknowledges that he/she is solely responsible for selecting any contractors hired in connection with the project and in requiring satisfactory performance by such contractor.

The Owner agrees to indemnify and hold harmless the Township, the Historic Preservation Commission and the City of Grapevine, its agents, servants, employees, and officers against losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from or arising out of or relating to the Township's acceptance, consideration, approval or disapproval of this agreement and the issuance or non-issuance of a grant, or any work performed in connection with this Agreement.

Exhibit D

Notice

The Owner shall provide the Township with at least two (2) weeks notice of any intended transfer of title, any encumbrance on title or pending legal action which may result in foreclosure of property. Notice or correspondence shall be sent to:

Grapevine Township Revitalization Project, Inc.
636 South Main Street
Grapevine, Texas 76051

Acknowledgement

The Owner shall, at Township's expense, allow for installation of a durable sign visible to the passing public that identifies the house and acknowledges that assistance has been provided through the Township and City of Grapevine.

Assignment

The terms of this agreement shall be binding on the Owner's successors and assigns and shall run with the property for the term of the agreement.

Executed this _____ day of _____, 2013.

Bruno Rumbelow, President
Grapevine Township Revitalization Project, Inc.

Property Owner
Address

Approved as to Form:

City Attorney

Exhibit D

THE STATE OF _____

COUNTY OF _____

BEFORE ME _____ ON THIS DAY PERSONALLY APPEARED

_____ KNOWN TO ME (OR PROVED TO ME ON THE OATH OF
CARD OR OTHER DOCUMENT) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE
PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

(SEAL) GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF

_____, A.D. _____.

NOTARY IN AND FOR STATE OF TEXAS

DATE OF LICENSE EXPIRATION

THE STATE OF _____

COUNTY OF _____

BEFORE ME _____ ON THIS DAY PERSONALLY APPEARED

_____ KNOWN TO ME (OR PROVED TO ME ON THE OATH OF
CARD OR OTHER DOCUMENT) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE
PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

(SEAL) GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF

_____, A.D. _____.

NOTARY IN AND FOR STATE OF TEXAS

DATE OF LICENSE EXPIRATION